

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("Seller") and Sares-Regis Group, a California general partnership, as buyer ("Buyer") entered into that certain Agreement for Development, Purchase and Sale of Real Property and Escrow Instructions dated as of _____, 2000 (the "Agreement");

WHEREAS, Buyer and Seller desire to enter into this Addendum to the Agreement ("Addendum"), which shall be deemed incorporated into and shall form a part of the Agreement for all purposes and at all times hereafter;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Notwithstanding any contrary provision of the Agreement, in the event that, any time prior to the date which is the later of (i) ten (10) years after the Closing Date, or (ii) the date after expiration of such ten (10) year period upon which Seller completes its Required Remediation which was commenced prior to expiration of the ten (10) year period, Seller (a) commences a voluntary bankruptcy case or other proceeding, or an involuntary bankruptcy case or other proceeding is commenced against Seller seeking liquidation, reorganization or other relief with respect to Seller or its debts or other liabilities, under any bankruptcy, insolvency or other similar law (provided that in the case of such involuntary proceeding, the same is not dismissed within ninety (90) days), or obtaining the appointment of a trustee, receiver, liquidator,

custodian or other similar official for Seller or more than 25% of its property (which appointment remains in effect for more than ninety (90) days), or consent by Seller to any such relief or such appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against Seller, or the making by Seller of a general assignment for the benefit of creditors, or the failure by Seller, or the admission by Seller, in writing, of its inability to pay its debts generally as they become due, or any action by Seller to authorize or effect any of the foregoing, or (b) Seller is dissolved or otherwise ceases to exist as a legal entity (other than by merger or other corporate reorganization whereby the surviving or successor entity (i) has tangible net worth at least as high as the tangible net worth of Seller as of immediately prior to such merger or other corporate reorganization, and (ii) expressly assumes (in a writing reasonably satisfactory to Buyer) Seller's obligations owing Buyer under the Agreement), then Buyer's release of Seller and the Indemnified Parties as set forth in paragraph 9.4 of the Agreement shall be automatically voided, without the need for further notice or amendment to the Agreement, and Buyer shall have any and all rights and remedies against Seller and/or any Indemnified Party(ies) now or hereafter provided by law or in equity. The terms and provisions of this Addendum shall survive indefinitely the Closing.

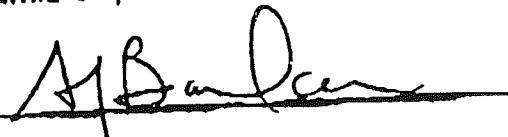
3. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Feasibility Deadline and the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any extension(s) or modification(s) of the Agreement.

4. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any express conflict between the terms of the Agreement and the terms of this Addendum, the terms hereof shall prevail.

Dated as of February 2000

SELLER:


**BOEING REALTY CORPORATION, a
California corporation**

By 
Its STEPHEN J. BARKER
DIRECTOR-BUSINESS OPERATIONS

BUYER:

**SARES-REGIS GROUP,
a California general partnership**

By: **SARES COMPANY,
a California corporation,
as general partner**

By 
Its Secretary